



May 4, 2015

## REQUEST FOR QUALIFICATIONS — MASTER AGREEMENT CONSULTING SERVICES

### **GENERAL:**

The City of Carlsbad and the Carlsbad Municipal Water District, (CMWD) a subsidiary district of the City, are requesting Statements of Qualifications (SOQ) from qualified consultants to enter into Master Agreements for various professional service disciplines. Master Agreements enable the issuance of Task Descriptions and Fee Allotments throughout the contract period without having to go back to the City Council or the CMWD Board for approval.

The Master Agreements will cover a variety of disciplines. They will remain in effect through November 30, 2018 with a maximum contract value as noted below. It is our intent to enter into agreements with up to three consultants for each discipline with a start date of December 1, 2015.

1) Civil Engineering	(2 @ \$300,000)
2) Traffic Engineering & Design	(2 @ \$300,000)
3) Transportation Planning	(2 @ \$100,000)
4) Storm Water Engineering	(2 @ \$400,000)
5) Water/Recycled Water Engineering	(2 @ \$300,000)
6) Waste Water Engineering	(2 @ \$300,000)
7) Structural Engineering	(2 @ \$200,000)
8) Geotechnical Services	(2 @ \$200,000)
9) Surveying Services	(2 @ \$300,000)
10) Utility Location / Potholing Services	(1 @ \$200,000)
11) CCTV Inspection Services	(2 @ \$200,000)
12) Real Property Services	(2 @ \$400,000)
13) Environmental/Planning Study Services	(2 @ \$300,000)
14) Financial Services	(2 @ \$300,000)
15) Communications & Outreach Services	(3 @ \$300,000)
16) Construction Management Services	(3 @ \$300,000)
17) Architectural / Bridging Services	(3 @ \$300,000)
18) Electrical/Mechanical/Plumbing Engineering	(2 @ \$300,000)
19) Solar Photovoltaic Design Services	(2 @ \$150,000)
20) Interior Design Services	(3 @ \$150,000)
21) Last Planner Services	(2 @ \$100,000)

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## SCOPE OF SERVICES:

The scope of services for each Task Description and Fee Allotment will relate to the preparation of Capital Improvement Program projects and related services. The following is a listing of the types of projects and services that are anticipated for each discipline over the next three years.

### 1) Civil Engineering

- Roadway design
- Parkway design
- Site design
- Roundabout design
- Traffic signal design
- Visual Simulations
- Intelligent Transportation Systems

### 2) Traffic Engineering and Design

- Traffic Calming studies and implementation
- Non-Motorized Active Transportation Plans, Studies and Design (Pedestrian, Bike and ADA)
- Livable and Complete Streets Policies, Programs and Design
- Safe Routes to Schools

### 3) Transportation Planning

- Traffic Impact Study preparation and review
- Environmental Impact Report review

### 4) Storm Water Engineering

- Hydrology and Hydraulics studies
- Storm drain design
- Hydro modification, retention and low impact design
- Storm Water Management Plans (SWMP)
- Storm Water Pollution Prevention Plans (SWPPP)
- NPDES compliance training
- Plan review for compliance

### 5) Water/Recycled Water Engineering

- Water system design
- Recycled water system design
- Recycled water retrofits
- Pressure Reducing Stations
- Tank and Reservoir studies and design

### 6) Waste Water Engineering

- Sewer system design
- Pump/Lift Stations
- Odor Control Systems

### 7) Structural Engineering

- Structural evaluations
- Structural design

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## 8) Geotechnical Services

- Geotechnical investigations
- Hazardous material evaluations
- Materials testing

## 9) Surveying Services

- Survey
- Property acquisition plats and legals
- Aerial photogrammetry
- Potholing

## 10) Utility Location/Potholing Services

- Utility research and documentation
- Field determination and documentation of utility location and depth

## 11) CCTV Inspection Services

- Video investigations and documentation
- Cleaning

## 12) Real Property Services

- Property appraisals
- Property acquisition assistance

## 13) Environmental/Planning Study Services

- Agency coordination
- Environmental initial studies and minor environmental documentation
- Site surveys
- Preparation of technical studies
- Special studies
- Mitigation and monitoring plans
- Biological monitoring
- Sustainability research

## 14) Financial Services

- Feasibility Studies
- Economic Analysis
- Grant Writing
- Special District Formation Studies/Engineering Reports
- Reimbursement Payment Request Audits
- Assessment Apportionments
- Rate studies

## 15) Communications and Outreach Services

- Public meeting facilitation
- Design / development outreach
- Construction outreach

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## 16) Construction Management Services

- City representation
- Document controls
- Scheduling

## 17) Architectural / Bridging Services

- Space programming
- Conceptual design
- Bridging document development
- Design administration services (RFI, ASI, review)

## 18) Electrical / Mechanical / Plumbing Services

- Mechanical unit specification / Title 24 compliance
- Design Troubleshooting
- As-built verifications

## 19) Solar Photovoltaic Design

- Conceptual design
- Feasibility studies
- ROI analysis

## 20) Interior Design

- colorist
- furniture standardization
- finish selection

## 21) Last Planner Services

- project schedule analysis
- LEAN planning workshops
- Pull planning works and schedule maintenance

## **CONTENTS OF THE STATEMENT OF QUALIFICATIONS:**

The SOQ shall include the following items in the order listed:

1. **Firm and Contact Information** – Provide legal name and address of the firm or parent company if the firm is a subsidiary. The address provided should be the location from where the work is to be performed. Provide name, title, address, telephone number and e-mail of the primary contact for the submitted SOQ.
2. **Firm Experience and References** - Provide a summary of projects that are similar in scope to the types of projects and services noted herein. The summary should include a brief description of past projects, the name of your project manager and staff that worked on the project, and the name and current phone number of the client's project manager.

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3. **Project Team** - Provide the names and qualifications of the key individuals that will be responsible for the coordination and production of project/task deliverables, their respective roles and the organizational structure of the team. Technical support staff should be included if they will perform a significant role in the preparation of the work products. The office of record for each team member shall be listed as well as the primary office location where the work is to be performed. Resumes should not be provided within the body of the SOQ but may be provided separately as an appendix/attachment.
4. **Project Approach** - Provide a summary of the firm's proposed approach to typical projects including a description of quality assurance and schedule control measures to be utilized. It is quite likely that during the course of the contract the consultant will have two or more Task Descriptions active at the same time. Describe how you will manage the efficient completion of concurrent tasks/projects and provide references relative to your past success in this regard.
5. **Rate Schedule** – Provide a rate schedule in the format indicated in the attached “Master Agreement Rate Sheet” that indicates the title and hourly billing rates for each team member. Include rates for other direct and indirect costs such as mileage and materials. The use of sub-consultants and expenses shall be outlined and limited to a 10% markup. **Please note that the Agreement will not allow for annual adjustments to the rate schedule.**

A separate SOQ must be submitted for each discipline for which you would like to be considered. The SOQ's shall be 8.5 x 11 inch, single-sided, 10 point font or larger and no longer than 25 pages in length not including resumes as noted above. It shall be 100% recyclable and have no binding or plastic pages. Staples or binder clips are acceptable. Please note the disciplines you are pursuing in your transmittal letter(s). **Each firm will only be considered for a maximum of three disciplines.**

### **SELECTION PROCEDURE:**

SOQs will be reviewed and ranked by a selection committee composed of City of Carlsbad staff members. Ranking will be based on a weighted scoring system with a maximum of 25 points for Firm Experience and References, 35 points for Project Team, 25 points for Project Approach and 15 points for additional relevant information including clarity, completeness and neatness.

After discussion and ranking by the selection committee, up to three (3) firms will be selected in each discipline. If necessary, and at the sole option of the City, the top firms in any discipline may be invited to an interview prior to final selection. If the City selects this approach, sufficient time will be given to the firms to prepare for the interview.

A copy of the City's Master Agreement is attached for your review. The form of this agreement will not be subject to negotiations; therefore, if you are not able to comply with the terms of this agreement, do not submit a Statement of Qualifications.

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## **SUBMITTAL:**

Submit three (3) original copies of each Statement of Qualification and one digital (pdf) file on CD or USB drive to the Engineering Counter no later than 5:00 p.m., Wednesday, June 10, 2015, addressed to:

**HEIDI VERSTEEG, ENGINEERING TECHNICIAN II  
CITY OF CARLSBAD  
TRANSPORTATION DEPARTMENT  
1635 FARADAY AVENUE  
CARLSBAD, CA 92008**

SOQs received after the specified time will not be considered and will be returned to the consultant. If you have any questions regarding the project, please contact me at (760) 602-2752. Thank you for your interest and we look forward to reviewing your Statement of Qualifications.

## **HEIDI L VERSTEEG**

Engineering Technician II

Attachment

c:     Marshall Plantz, Senior Engineer  
       Kirsten Plonka, Engineering Manager  
       Joe Garuba, Municipal Property Manager

## MASTER AGREEMENT RATE SCHEDULE

Prices valid through June 30, 2018

<b>STAFF</b>			
	<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
1.	Joe Engineer	Principal	\$XXX.XX
2.	Mary Manager	Project Manager	\$XXX.XX
3.	Dora Designer	Design Engineer	\$XXX.XX
4.			
5.			
6.			
7.			
8.			
9.			
10.			

<b>SUB-CONSULTANTS</b>			
	<b><u>NAME/FIRM</u></b>	<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
1.	Samuel Surveyor / Sam's Surveying	Licensed Surveyor	\$XXX.XX
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

<b>EXPENSES</b>			
	<b><u>DESCRIPTION</u></b>	<b><u>COST</u></b>	<b><u>% MARKUP</u></b>
1.	Mileage	\$X.XX / mile	XX%
2.	Copy services	\$X.XX / page	XX%
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## MASTER AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_, a California corporation, hereinafter referred to as "Contractor".

### **RECITALS**

- A. City requires the professional services of a \_\_\_\_\_ that is experienced in \_\_\_\_\_.
- B. The professional services are required on a non-exclusive, project-by-project basis.
- C. Contractor has the necessary experience in providing professional services and advice related to \_\_\_\_\_.
- D. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

### **1. SCOPE OF WORK**

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

### **2. STANDARD OF PERFORMANCE**

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

### **3. TERM**

The term of this Agreement will be effective from the date first above written to [Click here to enter a date](#). The City Manager may amend the Agreement to extend it for zero additional one year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

### **4. PROGRESS AND COMPLETION**

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.



**5. COMPENSATION**

The cumulative total for all projects allowed pursuant to the Agreement will not exceed dollars (\$) per agreement year. Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

**6. STATUS OF CONTRACTOR**

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contribution on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

**7. SUBCONTRACTING**

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

**8. OTHER CONTRACTORS**

The City reserves the right to employ other Contractors in connection with the Services.

**9. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused in whole or in part by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers'

compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration of early termination of this Agreement.

## **10. INSURANCE**

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:-VII" **OR** with a surplus line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X" **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. (If the use of an automobile is involved for Contractor's work for City) a \$1,000,000 combined single-limit per accident for bodily injury and property damage is required.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments for Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

**11. BUSINESS LICENSE**

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

**12. ACCOUNTING RECORDS**

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under the Agreement.

**13. OWNERSHIP OF DOCUMENTS**

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

**14. COPYRIGHTS**

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

**15. NOTICES**

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

<u>For City</u>	<u>For Contractor</u>
Name: _____	Name: _____
Title: _____	Title: _____
Dept: _____	Address: _____
CITY OF CARLSBAD	_____
Address: 1635 Faraday Av	Phone: _____
Carlsbad, CA 92008	Email: _____
Phone: _____	

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

**16. CONFLICT OF INTEREST**

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

**17. GENERAL COMPLIANCE WITH LAWS**

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

**18. DISCRIMINATION AND HARASSMENT PROHIBITED**

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

**19. DISPUTE RESOLUTION**

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

**20. TERMINATION**

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this an Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

**21. COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

**22. CLAIMS AND LAWSUITS**

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code section 12650 et seq., the False Claims Act applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

**23. JURISDICTIONS AND VENUE**

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

**24. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

**25. ENTIRE AGREEMENT**

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.



**26. AUTHORITY**

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2015

CONTRACTOR,

CITY OF CARLSBAD, a municipal corporation of the State of California

\_\_\_\_\_, a  
California corporation

By: \_\_\_\_\_  
(sign here)

By: \_\_\_\_\_  
City Manager or Mayor or Division Director  
as authorized by the City Manager

\_\_\_\_\_  
(print name / title)

ATTEST:

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name / title)

\_\_\_\_\_  
BARBARA ENGLESON  
City Clerk

Proper notarial acknowledgement of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A  
Chairman,  
President, or  
Vice President

Group B  
Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California  
APPROVED AS TO FORM:  
CELIA A. BREWER, City Attorney

BY: \_\_\_\_\_  
Assistant City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

Itemized List of what Contractor will do for City and at what price.

SAMPLE